

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

ST. JAMES HEALTHCARE, a Montana
corporation, d/b/a SCL Health,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

II.

The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of

COMPLAINT TO COMPEL AUDIT - 1

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1 the Labor Management Relations Act of 1947, as amended, to provide retirement
2 benefits to eligible participants.

3 III.

4 This Court has jurisdiction over the subject matter of this action under
5 Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974
6 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act,
7 29 U.S.C. §185(a).
8

9 IV.

10 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.
11 §1132(e)(2), because the Plaintiff Trust Fund is administered in this District.

12 V.

13 Defendant is a Montana corporation.
14

15 VI.

16 Defendant is bound to a collective bargaining agreement with Local 2 of the
17 International Brotherhood of Teamsters (hereinafter "Local"), under which the
18 Defendant was required to promptly and fully report for and pay monthly
19 contributions to the Trust at specific rates for each hour of compensation (including
20 vacations, holidays, overtime and sick leave) said Defendant paid to its employees
21 who were members of the bargaining unit represented by the Local (such
22 bargaining unit members were any of the Defendant's part time or full time
23
24
25
26

1 employees who performed any work task covered by the Defendant's labor contract
2 with the Local, whether or not those employees ever actually joined the Local).

3 VII.

4 Defendant accepted the Trust's Agreement & Declaration Agreement ("Trust
5 Agreement") which provides in part:

6 Each Employer shall promptly furnish to the Trustees or
7 their authorized representatives on demand any and all
8 records of his past or present Employees concerning the
9 classification of such Employees, their names, Social
10 Security numbers, amount of wages paid and hours
11 worked or paid for, and any other payroll records and
12 information the Trustees may require in connection with
13 the administration of the Trust Fund, and for no other
14 purpose. The Trustees or their authorized
15 representatives may examine any books and records of
16 each employer, which the Employer is required to furnish
17 to the Trustees on demand whenever such examination
18 is deemed necessary or desirable by the Trustees in the
19 proper administration of the Trust. If it becomes
20 necessary for the trustees to retain legal counsel to
21 compel an Employer to furnish to, or permit the
22 examination of books, or records or information by, the
23 Trustees or their representatives, the Employer shall
24 reimburse the Trust fund for all reasonable attorney's
25 fees and court costs incurred by the Trust Fund in
26 connection therewith, whether or not legal proceedings
were instituted and whether or not such examination
disclosed that the Employer has failed to make
appropriate or timely Employer Contributions to the Trust
Fund.

21 VIII.

22 The Trustees of the Western Conference of Teamsters Pension Trust deem
23 it both necessary and advisable to the proper administration of the Trust that their
24

1 authorized representatives examine the Defendant's books and records for the
 2 inclusive period July 1, 2015 to the Present Date to determine if the Defendant
 3 previously reported for and paid to the Trust all of the amounts due for the
 4 Defendant's employment of members of the bargaining unit represented by the
 5 Trust for said period.

6 IX.

7
 8 Despite notification to the Defendant of the Trustees' desire to conduct an
 9 audit for the period July 1, 2015 to the Present Date, and demands made upon the
 10 Defendant on the Trust's behalf for access to Defendant's records for an
 11 examination of them for that period, to date the Defendant has failed and refused to
 12 make its records available for the thorough examination the Trustees deem
 13 necessary and advisable to the proper administration of the Trust.

14 WHEREFORE, plaintiff, on the Trust's behalf, prays the court as follows:

15
 16 1. That the Court enter an Order Compelling Audit under which
 17 Defendant shall be directed by the Court, within a specified time, to make available
 18 to the authorized representatives of the Trustees of the Trust for the period July 1,
 19 2015 to the Present Date:

20
 21 A. Employee Roster. The employee roster must contain **all**
 22 employees, not just the bargaining unit.

23 B. Tax Reports. Quarterly Employer State Security Reports
 24 that cover the audit period stated in paragraph 1 above.
 25 Quarterly reports should show all employees with their social

1 security number and total quarterly wages for each quarter of
2 the audit period.

3 C. Vendor List. A list of all of the vendors, or outside
4 Employers, that were paid by SCL Health during the audit
5 period.

6 D. Temporary Agency Personnel Invoices/Accounts
7 Payable files.

8 E. Temporary Agency Personnel Declaration form.

9 2. Afford to the authorized representatives of the Trustees of the Trust
10 both ample time and opportunity to examine all such materials of Defendant at such
11 time and at such place as shall be convenient to the Trustees' authorized
12 representatives.

13 3. For judgment against the Defendant for:

14 A. All of the Plaintiff's attorney's fees incurred in gaining auditor
15 access to Defendant's records;

16 B. All of the Plaintiff's costs incurred in gaining auditor access to
17 defendant's records, and

18 C. For such other and further relief as the Court may deem just
19 and equitable.

20 DATED this 29th day of April, 2019.

21 REID, MCCARTHY, BALLEW & LEAHY,
22 L.L.P.

23 
24 Russell J. Reid, WSBA #2560
25 Attorney for Plaintiff